

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH  
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San Francisco, CA 94102

ADDRESS REPLY TO:

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San Francisco

CA 94142-0603



## SCOPE OF WORK PROVISION

FOR

DRYWALL INSTALLER/LATHER (CARPENTER)

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,  
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,  
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN,  
MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,  
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO,  
SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA,  
SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,  
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE,  
YOLO AND YUBA COUNTIES

**1996-2000 Northern California Drywall/Lathing  
Master Agreement**

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WHEREAS, it is the desire of the parties to provide, establish and put into practice effective methods for the settlement of misunderstandings, disputes or grievances between the parties hereto to the end that the Contractors are assured continuity of operation and the employees and persons employed to perform work covered by this agreement are assured continuity of employment, and industrial peace is maintained and the business of the industry efficiently increased;

NOW, THEREFORE, in consideration of the premises and of the respective covenants and agreements of the parties hereto, each of which shall be independent, it is hereby agreed:

## **ARTICLE 1 WORK AND AREA COVERED**

### **(1). Work Covered**

The work covered by this Agreement shall include but shall not be limited to the following described work at the construction jobsite:

A. The installation, carrying, transportation, handling, stocking and scrapping of all materials and component parts of all types of ceilings regardless of their material or composition or method or manner of installation, attachment or connection, including but not limited to all hangers, carrying channels, cross furring, stiffeners, braces, all bars regardless of material or method of attachment, all integrated gypsum wallboard ceiling heat panels, all radiant heat ceiling backing, all main tees, all cross tees, all splines, all wall and ceiling angles or mouldings, all backing board and all finish ceiling materials, regardless of method or manner of installation.

B. All work in connection with the installation, erection, and/or application, carrying, transportation, handling, stocking and scrapping, of all materials and component parts of walls and partitions regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all floor and ceiling runners, studs, stiffeners, cross bracings, fire blocking resilient channels, furring channels, doors and windows, including frames, casing moulding, base accessory trim items, gypsum drywall materials, laminated gypsum systems, backing board for all systems, including but not limited to thin coat and other finish systems, plastic and/or paint finished bases, finish board, fireproofing of beams and columns, fireproofing of chase, sound and thermal insulation materials, fixture attachments including all layout work, preparation of all openings for lighting, air vents or other purposes, and all other necessary or related work in connection therewith.

C. No limitation shall be placed on the work covered by this Agreement by reason of the surface or texture or purpose for which the materials described herein are used, designed or intended.

D. It is further specifically understood that the installation, tying and connection of all types of light iron and metal studs and all types of light iron furring erected to receive the materials specified in this Article, including but not limited to gypsum wallboard, walls, partitions, gypsum wallboard ceiling heat panels, backing boards, plastic or acoustical materials or any material attached to the above-described light iron construction is specifically included in the work covered by this Agreement.

E. (1) The installation, erection and construction to include the work of fabrication of all materials to receive a plaster finish, including polystyrene or substitute materials, whether attached by adhesive or any other method, in connection with "Drivit" or similar interior or exterior wall or ceiling systems, to also include the completing of all light iron construction, furring, making and erecting of brackets, clips and hangers, metal lath, corner beads and arches erected for the purpose of holding gypsum plaster, cement plaster and all other plaster bases.

(2) All carrying bars, purlins, and furring, regardless of size, light iron and metal furring of all descriptions such as rods, channel flat iron and other ceiling systems for the receipt of metal lath, or rock lath, and all other plaster bases which are to receive plaster on one or both sides, to include any and all plastering accessories.

(3) The nailing, tying, cutting, welding and fastening, regardless of method, of the above and all wire and metallic lath of all descriptions connected therewith.

(4) The placing, handling, moving and erection of all materials which fall within the description of work set forth in this section from the site of delivery on the job to the point of the job where the work is to be performed. The erecting and moving of all scaffolds and the moving and handling of all materials to be used in the erection of scaffolds other than patented scaffolding.

(5) The removal of asbestos products or materials containing asbestos from any portion or structural component of an existing building.

F. The provisions of this Article shall not be used or applied in any manner so as to be inconsistent with any applicable provisions of the following Agreements:

(1) 46 Northern California Counties Carpenters Master Agreement;

(2) 12 Southern California Counties Carpenters Master Agreement.

G. Should any individual employer, party to this Agreement, perform work as a general contractor, developer, or do any related carpentry work as specified in the local area carpenter master agreements, he or it shall do so under the terms and conditions of the then current appropriate carpenters master agreements in said areas.

(2) Area Covered

A. The area covered by this Agreement shall be Northern California, consisting of the forty-six (46) counties located above the northerly boundary of San Luis Obispo County, the northerly boundary of Kern County and the westerly boundaries of Inyo and Mono Counties, to wit: Alameda,

Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Solano, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

B. All work performed by a signatory to this Agreement which is performed in the Twelve Southern California Counties must be performed under all the wages, fringes and all other terms and conditions of the Southern California Drywall/Lathing Master Agreement for work performed in each such area.

## ARTICLE 2 SUBCONTRACTING

(1). No contractor may subcontract any work including solely the furnishing of labor, covered by this Agreement to any person, firm or corporation, except upon prior written approval of the appropriate District Council or Local Union only to an individual contractor who is properly licensed and signatory to this Agreement and agrees to comply with the provisions of this Agreement.

(2). The provisions of this Agreement specifically prohibits the use of labor brokers or labor contractors who either, as a subcontractor, furnish workers to perform work covered by this Agreement, or labor brokers who arrange for workers to be placed upon the payroll of any contractor.

A labor broker is any person, firm or corporation who hires or arranges for the hire of employees but who neither supplies nor is primarily responsible for the payment of materials used on the job.

(3). Notwithstanding any provisions of this Article, the contractor may subcontract stocking and scrapping to any contractor who is a signatory to this Agreement or to an agreement with a labor organization affiliated with the AFL-CIO Building Trades Department or International Brotherhood of Teamsters.

Where the stocking is performed by the seller of the materials, whether a manufacturer/distributor or dealer, and whether the price listed on the invoice includes an amount for stocking or is listed separately, the Employer signatory to this Agreement shall not be held responsible for the labor affiliation of the stocking entity.

(4). Notwithstanding any provisions of this Agreement or any Memorandum Agreement to the contrary, the provisions of this Section shall not be enforced by strike action or